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Case File	Parties & Attorneys	Docket Entries	Charges, Judgments & Sentences	Service Information	Filings Due	Scheduled Hearings & Trials	Civil Judgments	Garnishments/ Execution
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- 05/27/2022** ☐ [Corporation Served](#)
Document ID - 22-SMCC-4425; Served To - ASBURY AUTOMOTIVE ST LOUIS LLC; Server - DEPOLITO, SCOTT; Served Date - 26-MAY-22; Served Time - 00:00:00; Service Type - Territory 12; Reason Description - Served; Service Text - LC
- 05/24/2022** ☐ [Corporation Served](#)
Document ID - 22-SMCC-4424; Served To - MERCEDES BENZ USA LLC; Server - CT CORP; Served Date - 24-MAY-22; Served Time - 00:00:00; Service Type - Territory 30; Reason Description - Served; Service Text - LC
- 05/19/2022** ☐ [Summons Issued-Circuit](#)
Document ID: 22-SMCC-4425, for ASBURY AUTOMOTIVE ST LOUIS LLC. Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.
- ☐ [Summons Issued-Circuit](#)
Document ID: 22-SMCC-4424, for MERCEDES BENZ USA LLC. Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.
- 05/18/2022** ☐ **Filing Info Sheet eFiling**
Filed By: JAY L KANZLER JR.
- ☐ **Confid Filing Info Sheet Filed**
Civil Filing Info Sheet
Filed By: JAY L KANZLER JR.
On Behalf Of: CROWN FOODS, INC.
- ☐ [Pet Filed in Circuit Ct](#)
Petition.
Filed By: JAY L KANZLER JR.
- ☐ **Judge Assigned**
DIV 13

EXHIBIT
A

IN THE CIRCUIT COURT
FOR THE COUNTY OF ST. LOUIS

CROWN FOODS, INC.,)	
)	
Plaintiff,)	
v.)	
)	Cause No.
MERCEDES-BENZ USA, LLC, and)	
ASBURY AUTOMOTIVE)	
ST. LOUIS, LLC dba PLAZA MOTOR)	
COMPANY,)	
)	
Defendants.)	
)	
SERVE:)	<u>Jury Trial Demanded</u>
Mercedes Benz USA, LLC)	
c/o CT Corporation)	
120 S. Central)	
Clayton, Missouri 63105)	
)	
Asbury Automotive St. Louis, LLC)	
11830 Olive Street Road)	
St. Louis, Missouri 63141)	

PETITION

COMES NOW Crown Food, Inc. ("Plaintiff"), by and through its undersigned counsel, and for his Petition against defendants Mercedes Benz USA, LLC ("Mercedes") and Asbury Automotive St. Louis, LLC ("Asbury"), states as follows:

PARTIES

1. That at all times applicable to these proceedings, Plaintiff was a resident of Illinois.
2. Venue is proper in this Court pursuant to Rev. Mo. Stat. §508.040 in that some or all of the tortious acts were committed in the County of St. Louis, the defendants can be found and/or have an office or agent for the transaction of business in the County of St. Louis, and the contract at issue relates to the lease/purchase of an automobile located in the County of St. Louis.

3. Mercedes is a Delaware company that does business in the State of Missouri and has a registered agent in St. Louis County. Mercedes is in the business of manufacturing and selling high-end automobiles.

4. Asbury is upon information and belief a Georgia company that does business in St. Louis County as Plaza Motor Company. Asbury's principal place of business is located at 11830 Olive Street Road, St. Louis, Missouri 63141. Asbury is in the business of selling and leasing high-end automobiles.

5. In or about 2017, Plaintiff purchased from Asbury a Mercedes Benz AMG S63 automobile for approximately \$200,000 (the "Vehicle"). The Vehicle was manufactured and/or distributed for sale by Mercedes.

6. Almost immediately there were mechanical problems with the Vehicle. Very early on, the Vehicle began making unexplained noises. Despite being in the shop constantly, defendants never addressed this problem.

7. After driving less than 6,000, the Vehicle's brakes went out, costing Plaintiff \$6,000 in repairs.

8. Plaintiff repeatedly attempted to resolve these problems with the defendants to no avail.

9. In 2021, the Vehicle's dashboard cover fell off. Defendants indicated that this was a factory defect and that Mercedes would pay for the repairs if Plaintiff paid for the labor to make the repairs. The Vehicle was in the shop for three months, and the labor cost was \$1,400.

10. The defective dashboard caused a concurrent problem with a noise and vibrations in the steering column of the Vehicle. The attempted repairs by Plaza and Mercedes to the dashboard failure did not correct the noise and vibration in the steering column.

11. When Plaintiff returned the Vehicle to Plaza for the steering column problems, Plaintiff was told by Plaza and Mercedes that the steering column was a different problem, which would cost \$2,500 to repair.

12. Plaintiff had purchased the extended Mercedes Benz warranty for \$8,500. Despite having purchased the extended warranty, Mercedes refused to repair the ongoing problems with the Vehicle.

13. Since 2021, Plaintiff has undertaken ongoing efforts to resolve these issues with Plaza and Mercedes, but has been ignored. Plaintiff has sent letters requesting his vehicle service and repair records, but these requests have been ignored.

14. Plaintiff's Vehicle has not worked properly, has required constant repairs, and has been in the shop repeatedly for prolonged periods of time. Therefore, Plaintiff has not been able to enjoy the benefit of a very expensive automobile.

15. At the time he purchased the Vehicle, Plaintiff was told that it was the "best car" Mercedes had ever produced. Plaintiff was assured that he was getting a vehicle that was commensurate with the \$200,000 price tag. Plaintiff reasonably relied upon these assurances.

16. When Plaintiff was sold the extended warranty by defendants, Plaintiff was told that it would cover the repair costs for problems experienced with the Vehicle subsequent to the initial manufacturer's warranty. Plaintiff reasonably relied upon these assurances.

17. Plaintiff has suffered, and continues to suffer, damages proximately caused by the defendants misconduct inactions.

COUNT I – BREACH OF CONTRACT

18. Plaintiff incorporates herein by reference each and every allegation set forth in paragraphs 1-17 above.

19. Defendants entered into an extended warranty with Plaintiff relating to repairs for the Vehicle.

20. Defendants have failed and refused to honor the extended warranty.

21. Plaintiff has demanded either that Defendants honor the extended warranty or return his money. Defendants have refused both demands.

22. Plaintiff has been damaged.

WHEREFORE, Plaintiff respectfully requests that this Court enter its judgment and order in favor of Plaintiff, and against Defendants jointly and severally, awarding Plaintiff damages in the amount in excess of \$25,000, plus pre-judgment and post-judgment interest at the statutory rate, Plaintiff's costs of suit, and for such other and further relief as this Court deems just and proper.

COUNT II – UNLAWFUL BUSINESS MERCHANDISING PRACTICES

23. Plaintiff incorporates herein by reference each and every allegation set forth in paragraphs 1-22 above.

24. Defendants' actions constitute a "deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment suppression, or omission" of a material fact in connection with the sale of merchandise under Rev. Mo. Stat. § 407.020.

25. Because of the Defendants' actions, Plaintiff has suffered damages, including but not limited to the amount of the Vehicle's purchase price, the cost of repair, lost use and enjoyment of the Vehicle, the cost of the extended warranty, attorneys' fees and costs incurred in bringing this suit.

26. Defendants' actions were intentional, malicious and undertaken with reckless disregard for the rights of Plaintiff, thereby entitling Plaintiff to the recovery of punitive damages in an amount sufficient to punish defendants for their misconduct.

WHEREFORE, Plaintiff respectfully requests that this Court enter its judgment and order in favor of Plaintiff and against Defendants, awarding Plaintiff damages of at least \$25,000, plus pre-judgment and post-judgment interest, punitive damages in an amount sufficient to deter such future conduct, costs of suit, and attorney's fees and costs, and for such other and further relief as this Court deems just and proper.

COUNT III – FRAUDULENT MISREPRESENTATIONS

27. Plaintiff incorporates herein by reference each and every allegation set forth in paragraphs 1-26 above.

28. Defendants represented to Plaintiff that the Vehicle was the best car produced by Mercedes Benz, that it would address the mechanical failures of the Vehicle, and that the extended warranty would cover the costs of repairs to the Vehicle.

29. These representations were false, and Defendants knew they were false at the time.

30. Defendants made the false representations to Plaintiff knowing that he would rely upon them, and he did so reasonably rely. Plaintiff would not have purchased the Vehicle or the extended warranty, or continued to make repairs to the Vehicle, but for the Defendants' false representations.

31. The Defendants' false representations were willful, wanton, malicious, and undertaken with evil motive or reckless disregard for the rights of Plaintiff.

WHEREFORE, Plaintiff respectfully requests that this Court enter its judgment and order in favor of Plaintiff and against Defendants, awarding Plaintiff damages of at least \$25,000, plus pre-judgment and post-judgment interest, punitive damages in an amount sufficient to deter such future conduct, costs of suit, and attorney's fees and costs, and for such other and further relief as this Court deems just and proper.

COUNT IV – NEGLIGENT MISREPRESENTATIONS

32. Plaintiff incorporates herein by reference each and every allegation set forth in paragraphs 1-31 above.

33. Defendants represented to Plaintiff that the Vehicle was the best car produced by Mercedes Benz, that it would address the mechanical failures of the Vehicle, and that the extended warranty would cover the costs of repairs to the Vehicle.

34. These representations were false, and Defendants failed to exercise reasonable care or competence in determining the truth or falsity of the information.

35. Defendants knew or should have known that the representations were false.

36. Defendants made the false representations to Plaintiff knowing that he would rely upon them, and he did so reasonably rely. Plaintiff would not have purchased the Vehicle or the extended warranty, or continued to make repairs to the Vehicle, but for the Defendants' false representations.

37. Plaintiff has suffered damages.

WHEREFORE, Plaintiff respectfully requests that this Court enter its judgment and order in favor of Plaintiff and against Defendants, awarding Plaintiff damages of at least \$25,000, plus pre-judgment and post-judgment interest, , costs of suit, and attorney's fees and costs, and for such other and further relief as this Court deems just and proper.

Witzel Kanzler & Dimmitt, LLC

By: /s/ Jay L. Kanzler

Jay L. Kanzler Jr. #41298

2001 Big Bend Boulevard

St. Louis, MO 63117

(314) 645-5367

(314) 645-5387 (Fax)

jaykanzler@wkllc.com

Attorneys for Plaintiff Crown Foods, Inc.



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: BRUCE F. HILTON	Case Number: 22SL-CC02660
Plaintiff/Petitioner: CROWN FOODS, INC.	Plaintiff's/Petitioner's Attorney/Address JAY L KANZLER JR. 2001 SOUTH BIG BEND BLVD. SAINT LOUIS, MO 63117
Defendant/Respondent: MERCEDES BENZ USA LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Contract-Other	

**SHERIFF FEE
PAID**

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: ASBURY AUTOMOTIVE ST LOUIS LLC
DBA: PLAZA MOTOR COMPANY

11830 OLIVE STREET ROAD
ST LOUIS, MO 63141

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

19-MAY-2022

Date

Further Information:

AD

Jean P. Dilling
Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with
 _____ a person at least 18 years of age residing therein.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to
 _____ (name) _____ (title).

☐ other _____

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00 _____

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the “neutral,” who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator’s decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 105 South Central Ave., 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

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IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: BRUCE F. HILTON	Case Number: 22SL-CC02660
Plaintiff/Petitioner: CROWN FOODS, INC.	Plaintiff's/Petitioner's Attorney/Address JAY L KANZLER JR. 2001 SOUTH BIG BEND BLVD. SAINT LOUIS, MO 63117
Defendant/Respondent: MERCEDES BENZ USA LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Contract-Other	

**SHERIFF FEE
PAID**

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: MERCEDES BENZ USA LLC

Alias:

C/O CT CORPORATION
120 S CENTRAL
CLAYTON, MO 63105

COURT SEAL OF



ST. LOUIS COUNTY

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19-MAY-2022

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Joan P. Dilling
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 _____ (name) _____ (title).

☐ other _____

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____

Date

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Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

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CCADM73



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

RETURN

SB

6-18

SHERIFF FEE
PAID

Judge or Division: BRUCE F. HILTON	Case Number: 22SL-CC02660
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- ☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____

LCW - B. LOVE (name)

INTAKE SPECIALIST (Title)

☐ other _____

Served at

CT CORPORATION

in St. Louis County (County/City of St. Louis), MO, on

MAY 24 2022 (date)

Nathan Gentry

Printed Name of Sheriff or Server

Nathan Gentry

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

(Seal)

2022 MAY 20 AM 10:43
ST. LOUIS COUNTY
SHERIFF'S OFFICE
RECEIVED
FILED

FILED

MAY 27 2022

JOAN M. GILMER

CIRCUIT CLERK ST. LOUIS COUNTY

5/20/22

Sheriff's Fees, if applicable

Summons	\$	_____
Non Est	\$	_____
Sheriff's Deputy Salary		
Supplemental Surcharge	\$	10.00
Mileage	\$	_____ (_____ miles @ \$._____ per mile)
Total	\$	_____

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THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

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(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

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(3) Early Neutral Evaluation ("ENE"): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the "trial", the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 105 South Central Ave., 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

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IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

RETURN

SB
6-18

Judge or Division: BRUCE F. HILTON	Case Number: 22SL-CC02660
Plaintiff/Petitioner: CROWN FOODS, INC.	Plaintiff's/Petitioner's Attorney/Address JAY L KANZLER JR. 2001 SOUTH BIG BEND BLVD. SAINT LOUIS, MO 63117
Defendant/Respondent: MERCEDES BENZ USA LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Contract-Other	

SHERIFF FEE
PAID

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: ASBURY AUTOMOTIVE ST LOUIS LLC
DBA: PLAZA MOTOR COMPANY
11830 OLIVE STREET ROAD
ST LOUIS, MO 63141

COURT SEAL OF



ST. LOUIS COUNTY

12 DEPOS per

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

19-MAY-2022

Date

Further Information:

AD

Joan M. Gilmer
Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with
a person at least 18 years of age residing therein.

☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to
Mike (name) H/R (title).

☐ other _____

Served at 11830 Olive (address)
in St Louis (County/City of St. Louis), MO, on 5/26/22 (date) at 0942 (time).
Scott DeBorja Printed Name of Sheriff or Server [Signature] Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

My commission expires: _____
Date Notary Public

(Seal)

FILED

MAY 31 2022

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

5/20/22
P

Sheriff's Fees, if applicable

Summons	\$	_____
Non Est	\$	_____
Sheriff's Deputy Salary		
Supplemental Surcharge	\$	10.00
Mileage	\$	_____ (_____ miles @ \$._____ per mile)
Total	\$	_____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

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